

CITY OF ATLANTA, GEORGIA SWAP POLICY

I. Authority

The City of Atlanta (the "City") is authorized to enter into interest rate management agreements (sometimes referred to herein as "swap agreements") from time to time pursuant to Article 11 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated (the "Interest Rate Management Agreement Law") or any replacement or successor provisions of Georgia law. This Swap Policy (the "Policy") and the Interest Rate Management Agreement Law collectively serve to provide guidance and authorization to the City with respect to the entering into of interest rate management agreements. Notwithstanding anything herein contained to the contrary, any interest rate management agreement duly authorized and executed by the City before the adoption date of this Policy shall not be rendered invalid or improper by the provisions of this Policy or the Interest Rate Management Agreement Law (as expressly provided therein); provided, however, that this Policy and the Interest Rate Management Agreement Law shall apply to any renewal of such a contract after the date hereof, unless the contract permitted the renewal and set the terms of the renewal contract before January 1, 2005, in which case this Policy and the Interest Rate Management Agreement Law shall not apply to any such renewals.

This Policy sets forth guidelines for the evaluation of interest rate management agreements, the manner of execution for interest rate management agreements and related documents, confirmations and agreements, provides for security and payment provisions, sets forth certain other provisions related to interest rate management agreements between the City and qualified counterparties, and establishes certain processes for the monitoring and management of outstanding interest rate management agreements.

II. PURPOSE

The incurring of obligations by the City involves a variety of interest rate payments and other risks that a variety of financial instruments are available to offset, hedge, or reduce. It is the policy of the City to utilize interest rate swaps, caps, collars, exchange agreements, corridors, ceilings, floors, lock agreements, forward agreements, swaptions, warrants, and other derivative financial instruments (sometimes collectively referred to herein as "swaps") to better manage its assets and liabilities. The City may execute interest rate management agreements if the transaction can be expected to result in one of, but not limited to, the following:

- A reduction in exposure to changes in interest rates on a particular financial transaction or in the context of the management of interest rate risk derived from the City's overall asset/liability balance.

- The achievement of a lower net cost of borrowing with respect to the City's debt or a higher net rate of return on investments made in connection with, or incidental to the issuance, incurring, or carrying of the City's obligations or other City investments.
- Management of variable interest rate exposure consistent with prudent debt practices.
- Enhancement of expected investment returns within prudent risk guidelines (as established from time to time by the Chief Financial Officer and/or Chief of Debt and Investments).
- Management of exposure to changing market conditions in advance of anticipated bond issues (through the use of anticipatory hedging instruments).
- Achievement of greater flexibility in meeting overall financial objectives than can be achieved in conventional markets; for example, entering into a swaption with an upfront payment.

III. PROHIBITED AGREEMENTS

The City will not enter into Agreements:

- (i.) That are speculative or create extraordinary leverage or risk based on a reasonably prudent investor standard;
- (ii.) For which the City lacks adequate liquidity to terminate without incurring a significant bid/ask spread; or
- (iii.) That, at the time of execution, do not provide sufficient price transparency to allow reasonable valuation.

IV. SENIOR MANAGEMENT OVERSIGHT

The Chief Financial Officer has approved this Policy relating to the management of derivatives activities and their associated risk. The Chief Financial Officer shall review this Policy periodically (at least annually) to take into account business and market changes, interest rate risk, basis risk, termination risk, credit risk, tax risk, market-access risk, rollover risk, liquidity risk and such other risks as may be identified by the Chief Financial Officer and/or a designee of the City, and shall be responsible for ensuring the implementation of this Policy and requiring that the City's analysis of derivatives related opportunities include, as applicable:

- The resources required to establish sound and effective risk management systems and to attract and retain professionals with specific expertise in derivatives transactions;

- An analysis of the reasonableness of the proposed activities in relation to the City's overall financial condition and capital levels;
- An analysis of the risks that may arise from the activities and any potential credit rating implications;
- The relevant accounting guidelines;
- The relevant tax treatment; and
- An analysis of any legal restrictions and whether the activities are permissible.

Consistent with this policy, the Chief Financial Officer shall take into account risk management, control and senior management functions to insure that management is sufficiently independent of the performance of trading activities, thereby avoiding a potential incentive for excessive risk-taking, e.g., when salaries are tied too closely to performance or profitability.

V. LEGALITY / APPROVAL

Prior to entering into any interest rate management agreement and the related documents, confirmations and agreements, the City must first retain counsel and an advisor and receive (i) approval from City Council, (ii) an opinion acceptable to the market from a nationally recognized law firm specializing in governmental finance that the interest rate management agreement is a legal, valid and binding obligation of the City, and (iii) an opinion of counsel to the Counterparty that the agreement is a legal valid and binding obligation of the counterparty, and (iv) a fair market pricing opinion of an Independent Financial Advisor that the agreement is a market transaction.

VI. LAWS GOVERNING / JURISDICTION

Any interest rate management agreements and the related documents, confirmations and agreements executed by the City shall be governed by the laws of the State of Georgia, and jurisdiction over the City in any matter concerning such agreements shall lie exclusively in the courts of the State of Georgia or in any federal court having jurisdiction and located within the State of Georgia.

VII. TAX CONSIDERATIONS

The City understands that, (1) if payments on and receipts from an interest rate management agreement are to be taken into account in computing the yield on the related bonds, the agreement must meet the requirements for a "qualified hedge" under the applicable provisions of federal tax law (sometimes referred to as an "integrated swap"); and (2) if one of the goals of entering into an agreement is to convert variable yield bonds into fixed yield bonds (sometimes referred to as a "super integrated swap"), then certain additional requirements must be met. In both of these situations, the terms

of such agreement and the process for entering into the agreement must be reviewed and approved in advance by swap counsel or tax counsel.

In other circumstances, it may be to the City's benefit for payments and receipts from an interest rate management agreement not to be taken into account when computing the yield on the related bonds. In connection with the analysis and of any derivative opportunity, the City will explore the benefits and considerations of integration with its counsel and advisors.

VIII. INTEREST RATE MANAGEMENT PLAN

Prior to executing an interest rate management agreement, the City will, pursuant to the Interest Rate Management Agreement Law, adopt a written plan prepared or reviewed by an Independent Financial Advisor that includes:

- An analysis of the interest rate risk, basis risk, termination risk, credit risk, market-access risk, and other risks to the City of entering into the proposed transaction;
- A description of the City's procedure for approving and executing the proposed transaction;
- The City's plan for ongoing monitoring and management of any transaction related risks; and
- The City's procedures for maintaining current records of all interest rate management agreements that have been approved and executed.

IX. RISK MANAGEMENT: EXPOSURE ASSOCIATED WITH SWAPS

Before entering into a swap, the City shall evaluate all the risks inherent in the transaction. These risks to be evaluated should include basis risk, tax risk, counterparty risk, termination risk, rollover risk, and liquidity risk and such other risks as identified pursuant to Section IV above.

<u>Type of Risk</u>	<u>Description</u>	<u>Evaluation Methodology</u>
Basis risk	The mismatch between actual variable rate debt service and variable rate indices used to determine Swap payments.	The City will review historical trading differentials between the variable rate bonds and the applicable index .
Tax risk	The risk created by potential tax events that could affect Swap payments.	The City will review the tax events in proposed Agreements. The City will evaluate the impact of adverse tax consequences, the implementation of withholding taxes, or potential changes in tax law on LIBOR indexed Swaps.
Counterparty risk	The failure of the Counterparty to make required payments.	The City will monitor exposure levels, creditworthiness, ratings thresholds, and collateralization requirements.

Termination risk	Premature termination of a hedge position requiring one of the parties to the Agreement to make a termination payment and the ability to enter into an equivalent substitute transaction.	The City will compute its termination exposure for all existing and proposed Swaps at market value and under various interest rate environments.
Rollover risk	The mismatch of the maturity of the Swap and the maturity of the underlying City-backed Bonds or other obligations.	The City will determine its capacity to issue variable rate bonds that may be outstanding after the maturity of the Swap.
Credit risk	The occurrence of an event modifying the credit rating of a Counterparty or otherwise lowering its creditworthiness.	The City will monitor the ratings of its Counterparties and guarantors.
Liquidity risk	The inability to access or renew a liquidity facility when required, e.g., upon premature termination of a swap	The City will evaluate the expected availability of liquidity support for swapped and unhedged variable rate debt.

The City shall endeavor to diversify its exposure to Counterparties. To that end, before entering into a transaction, it should determine its exposure to the relevant Counterparty or Counterparties and determine how the proposed transaction would affect the exposure. The exposure should not be measured solely in terms of notional amount, but rather how changes in interest rates would affect the City's exposure ("Maximum Net Termination Exposure"). For purposes of these limits, the Maximum Net Termination Exposure shall equal the aggregate termination payment for all existing and projected swap transactions that would be paid by an individual Counterparty. For purposes of this calculation, the aggregate termination payment shall be equal to: (i) the termination payment based on the market value of all existing swaps as of the first day of the month prior to the execution of any proposed transaction, plus (ii) the reasonably expected worst-case termination payment of all proposed transactions.

The City should base the Maximum Net Termination Exposure on the net value of all outstanding derivative transactions. The City may also elect to take into account the Maximum Net Termination Exposure to all related entities to a particular Counterparty. Limits will be established for each Counterparty as well as the relative level of risk associated with each existing and projected swap transaction.

The guidelines below provide general exposure guidelines with respect to whether the City should enter into an additional transaction with an existing Counterparty. The City may make exceptions to the guidelines at any time to the extent that the execution of a swap transaction provides benefits to the City. These limits shall only apply as of the time a swap or related transaction is entered into, and thus may be exceeded during the term of a swap or swaps with the same Counterparty. A summary table is provided below:

Credit Rating	Maximum Uncollateralized Exposure
AAA	5.00% (a)
AA	2.50% (a)
Below AA- or Aa3	0%

(a) Percentage of the City's combined outstanding general obligation debt, water and wastewater system debt, airport debt, or any other enterprise debt.

The Chief Financial Officer shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. The slope of the swap curve, the marginal change in swap rates from year to year along the swap curve, and the impact that the term of the swap has on the overall exposure of the City shall be considered in determining the appropriate term of any swap agreement. In connection with the issuance or carrying of bonds, the term of a swap agreement between the City and the Qualified Hedge Provider shall not extend beyond the final maturity date of existing debt or other financial obligations of the City, or in the case of a refunding transaction, beyond the final maturity date of the refunding bonds.

The total "notional amount" of all swaps related to a bond issue should not exceed the amount of outstanding bonds. For purposes of calculating the net notional amount, credit shall be given to any swaps that offset for a specific bond transaction.

Long-Term Implications

In evaluating a particular transaction involving the use of derivatives, the City shall review long-term implications associated with entering into derivatives, including costs of borrowing, historical interest rate trends, variable rate capacity, credit enhancement capacity, opportunities to refund related debt or other financial obligations and other similar considerations.

X. FORM OF SWAP AGREEMENTS

Each interest rate swap executed by the City shall contain terms and conditions as set forth in an International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreement, including any Schedules to the Master Agreement, Confirmations and Credit Support Annexes, or other comparable agreement widely used by recognized derivatives dealers. The swap agreements between the City and each Qualified Hedge

Provider shall include payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the Chief Financial Officer deems necessary or desirable.

The City may use law firms and financial advisory firm(s) with recognized experience in derivatives transactions to assist in preparation of the swap documents.

XI. QUALIFIED HEDGE PROVIDER

Subject to the provisions of the Interest Rate Management Agreement Law (particularly § 36-82-250(1)(A) thereof), the City shall be authorized to enter into interest rate management agreements with a bank, insurance company, or other financial institution duly qualified to do business in the State of Georgia that either (i) has, or whose obligations are guaranteed by an entity that has, at the time of entering into an interest rate management agreement and for the entire term thereof, a long-term unsecured debt rating or financial strength rating in one of the top two rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, assigned by any two of the following: Moody's Investor Service, Inc., Standard & Poors Ratings Service, a division of the McGraw-Hill Companies, Inc., Fitch, Inc., or such other nationally recognized ratings service; or (ii) has collateralized its obligations under the interest rate management agreement subject to a \$0 threshold when rated below the top two rating categories by one or more rating services. In addition, the Counterparty must be a recognized derivatives dealer and have minimum capitalization of at least \$150 million.

XII. TERMINATION EVENTS AND EVENTS OF DEFAULT

Optional Termination by the City.

The City shall, to the extent possible, include in all swap transactions provisions granting the City the right to optionally terminate a swap agreement at any time over the term of the agreement. The Chief Financial Officer shall determine if it is financially advantageous for the City to terminate a swap agreement.

Payments on Termination.

A termination payment to or from the City may be required in the event of termination of a swap agreement due to a termination event or an event of default. For payments on early termination, Market Quotation and the Second Method will apply, allowing for two-way mark-to-market breakage (assuming the swaps are documented under the 1992 form of the ISDA master agreement).

Notwithstanding the foregoing, it is the intent of the City not to make a termination payment to a Counterparty that has defaulted under the agreement. Prior to making any such termination payment, the Chief Financial Officer shall evaluate whether it is financially advantageous for the City to obtain a replacement Counterparty to avoid making such termination payment, to finance the termination payment through a long-term financing product or not to make the payment.

XIII. COLLATERAL REQUIREMENTS

As part of any swap agreement, the City may require its Counterparty, or itself be required, to post collateral or other credit enhancement to secure any or all swap payment obligations. As appropriate, the Chief Financial Officer may require collateral or other credit enhancement to be posted by each Counterparty under the following circumstances:

- The Counterparty will be required to post collateral subject to a zero threshold if the credit rating of the Counterparty, or its credit support provider, falls below the "Aa3 or AA-" category.
- Collateral shall consist of cash, U.S. Treasury securities and U.S. Agency Securities.
- Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and each Counterparty.
- A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each Counterparty.
- The market value of the collateral shall be determined on at least a monthly basis.
- The Chief Financial Officer shall determine, on a case-by-case basis, whether other forms of credit enhancement are more beneficial to the City.

XIV. Security and Source of Repayment

The City may use the same security and source of repayment (pledged revenues) for swaps as is used for the City bonds that are hedged or carried by the swap, if any, but shall consider the economic costs and benefits of subordinating the City's regular payments and/or termination payments under the swap. The City shall consult with Swap Counsel regarding the legal requirements associated with securing the payments under the swap on a parity or non-parity basis with the applicable outstanding City Bonds or other financial obligations.

XV. Specified Indebtedness

The specified indebtedness related to credit events in any swap agreement should be narrowly defined and refer only to indebtedness of the City that could have a materially adverse effect on the City's ability to perform its obligations under the swap. Debt should typically only include obligations within the same lien as the swap obligation.

XVI. Other Criteria

The City shall be permitted to negotiate, undertake a limited-competitive bid process, or competitively bid the price and terms of swap transaction at the Chief Financial Officer's discretion.

For a competitive bid the number of firms solicited shall be no fewer than three.

For a negotiated transaction the City may use a financial advisory firm(s) to assist in the price negotiation. Additionally, the City may obtain an opinion from an independent party with recognized experience in the valuation of derivative transactions that the terms and conditions of any derivative entered into reflect a fair market value of such derivatives as of the execution date.

XVII. ONGOING REPORTING REQUIREMENTS

Written records noting the status of all interest rate management agreements will be maintained by the Chief Financial Officer and shall include the following information:

- Highlights of all material changes to swap agreements or new swap agreements entered into by the City since the last report.
- Market value of each of the City's swap agreements.
- For each Counterparty, the City shall provide the total notional amount position, Maximum Net Termination Exposure and the credit/risk exposure to or from the Counterparty, the average life of each swap agreement, the available capacity to enter into a swap transaction, and the remaining term of each swap agreement.
- The credit rating of each Counterparty and credit enhancer insuring swap payments.
- Actual collateral posting by Counterparty, if any, per swap agreement and in total by Counterparty.
- A summary of each swap agreement, including but not limited to the type of swap, the rates paid by the City and received by the City, indices, and other key terms.
- Information concerning any default by a Counterparty to the City, and the results of the default, including but not limited to the financial impact to the City, if any.
- A summary of any swap agreements that were terminated.

The City may hire a financial firm to monitor its swaps on a daily basis and to look for ways to reduce the cost of a swap(s) or the Exposure that a swap brings.

The City shall reflect the use of derivatives on its financial statements in accordance with GASB Technical Bulletin No. 2003-1, or any successor or replacements laws, rules or regulations with respect thereto. The disclosure requirements include:

1. Objective of the Derivative
2. Significant Terms
3. Fair Value
4. Associated Debt
5. Risks

GLOSSARY OF TERMS

BASIS RISK – Basis risk refers to a mismatch between the interest rate received from the swap contract and the interest actually owed on the City's bonds. The risk, for example, in a floating to fixed rate swap is that the variable rate interest payments will be less than the variable interest payments actually owed on the hedged bonds.

CREDIT SUPPORT ANNEX – Covers the mutual posting of collateral, if required under the ISDA, to cover exposures of the counterparties to one another based on the net mark-to-market values of all swaps under the agreement.

THE CONFIRMATION – is executed for a specific derivative transaction and details the specific terms and conditions applicable to that transaction (fixed rate, floating rate index, payment dates, calculation methodology, amortization, maturity date, etc.).

COUNTERPARTY – A principal to a swap or other derivative instrument, as opposed to an agent such as a broker.

COUNTERPARTY RISK – The risk that the swap Counterparty will not fulfill its obligations as specified by the terms of the contract. Under a fixed payer swap, for example, if the Counterparty defaults, the City would be exposed to an unhedged variable rate bond position. The creditworthiness of the Counterparty is indicated by its credit rating. The City has established minimum rating criteria for swap counterparties, consistent with the applicable provisions of the Interest Rate Management Agreement Law.

HEDGE – A position taken in order to offset the risk associated with some other position. Most often, the initial position is a cash position and the hedge position involves a risk-management instrument such as a swap.

Independent Financial Advisor – Means a person or entity experienced in the financial aspects and risks of interest of interest rate management agreements that is retained by the City to render advice with respect to an interest rate management agreement. The Independent Financial Advisor may not be the Counterparty or an affiliate or agent of the Counterparty .

INTEREST RATE CAP – An instrument that pays off on each settlement date based on the market value of a reference rate (i.e. BMA or LIBOR) and a specified contract rate; effectively establishes a maximum on a variable rate.

INTEREST RATE FLOOR - An instrument that pays off on each settlement date based on the market value of a reference rate (i.e. BMA or LIBOR) and a specified contract rate; effectively establishes a minimum on a variable rate.

INTEREST RATE MANAGEMENT PLAN – Means a written plan prepared or reviewed by an independent Financial Advisor with respect to interest rate management agreements of the City, which plan has been approved by City Council.

INTEREST RATE RISK – The risk that a change in interest rates will cause an increase in relative or absolute debt service costs and negatively impact cash flow margins.

INTEREST RATE SWAP – An interest rate swap is a contract between two parties to exchange cash flows over a predetermined length of time. Cash flows are typically calculated periodically based on a fixed or variable interest rate against a set “notional” amount (amount used only for calculation of interest payments). Principal is not exchanged.

ISDA – The International Swaps and Derivatives Association. The global trade association whose members are dealers in the derivatives industry. Most swap transactions are traded under standard documentation created by ISDA.

ISDA MASTER AGREEMENT – The primary document for the terms and conditions governing the swaps market. The ISDA Master Agreement contains the terms for events of default, termination events, representations and covenants, early termination provisions and payment calculations.

LIBOR – The London InterBank Offered Rate. The interest rate that the banks charge each other for loans (usually in Eurodollars). This rate is applicable to the short-term international interbank market, and applies to very large loans borrowed for anywhere from one day to five years. The LIBOR is officially fixed once a day by a small group of large London banks, but the rate changes throughout the day.

NOTIONAL AMOUNT – The stipulated principal amount for a swap transaction. There is no transfer of ownership in the principal for a swap; but there is an exchange in the cash flows for the designated coupons.

ROLLOVER RISK – The risk that the term of the swap contract does not match the term of the related bonds being hedged. Upon the maturity of the swap, the risk may need to be rehedged, causing the City to incur re-hedging costs.

TAX RISK – Risks associated with changes in tax laws. All issuers who issue tax-exempt variable rate debt inherently accept risk stemming from changes in marginal income tax rates. This is a result of the tax code’s impact on the trading value of tax-exempt bonds. As marginal tax rates decline, the after tax value of tax-exempt income declines, forcing the tax-exempt rates to increase. This risk is also known as “tax event” risk, a form of basis risk under swap contracts. Percentage of LIBOR swaps and certain BMA swaps with tax event triggers, which can change the basis under the swap to a LIBOR basis from BMA, can expose issuers to tax event risk. Also changes in law that result in the payment of withholding taxes and a gross-up of a payment to take into account such tax.

TERMINATION RISK – The risk that the swap could be terminated as a result of any of several events, which may include a ratings downgrade for the City or the swap Counterparty, misrepresentation, covenant violation by either party, bankruptcy of either party, swap payment default by either party, tax events, illegality, and default events under a bond indenture. The City could owe a termination payment to the Counterparty or receive a termination payment from the Counterparty, depending on how interest rates at the time of termination compare with the fixed rate on the swap. The City will make reasonable efforts to ensure that remedies available to a Counterparty resulting from the City defaulting on its swap obligation should not infringe on bondholders' rights. These remedies should not be written into the bond indenture. Termination payments shall always be subordinate to debt service on City bonds.

SCHEDULE TO THE ISDA MASTER AGREEMENT – specifies what options for the various terms in the Master Agreement have been selected to govern the derivative transactions executed under the agreement.

SWAPTION – A swaption is an option on a swap. The swaption purchaser has the right to enter a specific swap for a defined period of time. This option can be exercised on a specific exercise date or series of exercise dates. It usually requires a payment by the party receiving the option.

SWAP CURVE – The name given to the swap's equivalent of a yield curve. The swap curve identifies the relationship between swap rates at varying maturities. Used in similar manner as a bond yield curve, the swap curve helps to identify different characteristics of the swap rate versus time.